



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept. MLH	Contract Number	
County Department Behavioral Health			Dept. MLH	Orgn. MLH	Contractor's License No.	
County Department Contract Representative Johnetta Gibson			Telephone (909) 387-7747		Total Contract Amount \$558,149	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date July 1, 2004	Contract End Date June 30, 2007	Original Amount \$558,149	Amendment Amount	
Fund AAA	Dept. MLH	Organization MLH	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No.	Amount \$558.149
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Recovery Resource Center			Estimated Payment Total by Fiscal Year			
			FY 04/05	Amount \$178,395	I/D	
			05/06	\$185,930		
Contract Type – 2(b)			06/07	\$193,824		

THIS CONTRACT IS ENTERED INTO IN THE STATE OF CALIFORNIA BY AND BETWEEN THE COUNTY OF SAN BERNARDINO, HEREINAFTER CALLED THE COUNTY, AND

Name
Hi-Desert Mental Health dba Oasis Counseling Centers hereinafter called Contractor
Address
309 E. Mountain Avenue
Barstow, CA 92311
Telephone (760) 256-0376 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to purchase and Contractor desires to provide Recovery Resource Center services required by the Department of Behavioral Health,

WHEREAS, this agreement is authorized by law,

NOW, THEREFORE, the parties hereto do mutually agree to terms and conditions as follows:

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I Definition of Terminology

- A. Wherever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definition of May, Shall, and Should. Whenever in this document the words "may," "shall," and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

II Contract Supervision

The Director, the Department of Behavioral Health, hereinafter referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide in writing, the names of the persons who are authorized to represent the Contractor in this agreement.

III Performance

- A. Contractor shall provide Recovery Resource Center services under this agreement, which are further described in the attached Addendum I, to all persons requesting services within the County area served by the Contractor.
- B. Services shall be provided in accordance with Attachment II, Outpatient Pre-Authorization Matrix, of this agreement.
- C. Compliance with Attachment II, Outpatient Pre-Authorization Matrix, will be monitored by the County of San Bernardino DBH Compliance Unit.
- D. Contractor shall obtain an approved Treatment Authorization Request (TAR) form from the DBH Access Unit prior to provision of any services not pre-authorized by Attachment II, Outpatient Pre-Authorization Matrix.
- E. Training regarding the contents and use of Attachment II, Outpatient Pre-Authorization Matrix, will be available upon request by the Contractor. Contractor staff may request said training by calling the County of San Bernardino DBH Access Unit at (909) 381-2420.
- F. State Performance Outcome Requirements

Contractor will comply with all State regulations regarding State Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State

G. DBH Research and Evaluation Activities

The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and Contractor throughout the term of this agreement. R&E will notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

H. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures, and array of services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process and shall adhere to cultural competency requirements.

1. The DBH shall make available technical assistance to contractor regarding cultural competency requirements.
2. The Contractor will make an effort to gather demographic information on service area for service planning.
3. The DBH shall make available cultural competency training for department and contractor personnel. Staff will be required to attend one cultural competency training per year at a minimum.
4. The DBH shall make available annual training for personnel used as interpreters in threshold languages.
5. The DBH shall make available technical assistance for contractors in translating mental health information into the threshold language(s).

- I. If, for any reason, information in the Addendum I and Attachment II conflicts with the basic agreement, the information in the Addendum I and Attachment II shall take precedence in the order noted.

IV Funding

- A. The maximum financial obligation of County under this Agreement shall not exceed the sum of five hundred fifty eight thousand one hundred forty-nine dollars (\$558,149). It is broken down as follows (\$178,395 for FY 04/05, \$185,930 for FY 05/06, and \$193,824 for FY 06/07).
- B. Funds allocated pursuant to this agreement shall be used exclusively for costs included in the Recovery Resource Center Program as reflected in the attached Schedule A.
- C. Funding is subject to availability. Each fiscal year period July 1 through June 30 is accounted for separately with costs and services only for that period. Any unspent fiscal year allocation does not roll over and is not available in future years. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.

V Payment

- A. County agrees to compensate Contractor for the services described by this agreement up to the maximum financial obligation as described in Article IV Funding.
- B. Contractor shall bill County in arrears for services provided by Contractor on claim forms provided by County. All claims shall clearly reflect all required information specified regarding the services for which claims are made. Payment shall be limited to a maximum monthly amount, which amount shall be determined as noted in this Article V, Paragraph B. 1. below.
 1. No single monthly payment for services shall exceed one-twelfth (1/12) of the maximum County funding allocation for the service for the period July, 2004 through June 30, 2005, and each subsequent year, unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the agreement. To the extent that there have been lesser payments, then the remaining amount(s) may be used to pay monthly service claims which exceed one-twelfth (1/12) of the maximum County funding allocation.
- C. This agreement provides for full compensation to Contractor for services required

hereunder, and Contractor accepts said compensation as payment in full.

VI Final Settlement: Audit

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least five (5) years, or until audit findings are resolved, whichever is later.
- B. Contractor agrees to furnish duly authorized representatives from County and State access to and to disclose to state and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by County to Contractor pursuant hereto are not reimbursable in accordance with this agreement, said payments will be repaid by Contractor to County. In the event such payment is not made on demand, County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor and/or County may terminate and/or indefinitely suspend this agreement immediately upon serving written notice to the Contractor.
- D. If a post contract audit finds that funds reimbursed to Contractor under this agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, or in excess of the State of California Schedule of Maximum Allowances, or that funds were reimbursed to Contractor for services not authorized by Attachment II, Outpatient Pre-Authorization Matrix, the difference shall be reimbursed on demand by Contractor to County using one of the following methods, which shall be at the election of the County:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement.
 - 3. Credit on future billings.
- E. If there is a conflict between a State of California audit of this agreement and a County audit of this agreement, the State audit shall take precedence.

VII Duration and Termination

- A. The term of this agreement shall be from July 1, 2004 through June 30, 2007, inclusive.
- B. This agreement may be terminated immediately by the Director at any time if:
 - 1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
 - 2. There are insufficient funds available to County; or
 - 3. The Contractor is found not to be in compliance with any or all of the terms of the following Articles of this agreement: VIII Personnel, IX Licensing and Certifications, or XV Indemnification and Insurance.
- C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 30 days' written notice upon the other party.
- D. This agreement may be terminated at any time without 30 days' notice by the mutual written concurrence of both the Contractor and the Director.

VIII Personnel

- A. Contractor shall operate continuously throughout the term of this Agreement with staff to adequately provide Recovery Resource Center services.
- B. Contractor shall make available to County a list of the persons who shall provide services under this Agreement. The list shall be updated as staff changes are made. Said list shall include name, title, professional degree, and job status and job description.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information must also include the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the

Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of administration of this agreement the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

IX Licensing and Certifications

Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

X Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
 - 1. State Department of Mental Health Information Notices, and;
 - 2. County Department of Behavioral Health Standard Practice Manual (SPM). Both the State Department of Mental Health Information Notices and County SPM are included as a part of this contract by reference.
- B. If a dispute arises between the parties to this agreement concerning the interpretation of any State Department of Mental Health Information Notice or County SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- C. State Department of Mental Health Information Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.

XI Laws and Regulations

- A. Contractor agrees to comply with all applicable provisions of:
1. California Code of Regulations, Title 9
 2. California Code of Regulations, Title 22
 3. Welfare & Institutions Code, Division 5
 4. Policies as identified in State policy letters
- B. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment I.
- C. Program Integrity Requirements:
1. General Requirement. Pursuant to Title 42 C.F.R. Section 438.608, Contractor must have administrative and management arrangements or procedures, including a mandatory compliance plan, that are designed to guard against fraud and abuse.
 2. Specific requirements. The arrangements or procedures must include the following:
 - a. Written policies, procedures, and standards of conduct that articulate the Contractor's commitment to comply with all applicable Federal and State Standards.
 - b. The designation of a compliance officer and a compliance committee that are accountable to senior management.

- c. Effective training and education for the compliance officer and the Contactor's employees.
- d. Effective lines of communication between the compliance officer and the Contractor's employees.
- e. Enforcement of standards through well-publicized disciplinary guidelines.
- f. Provision for internal monitoring and auditing.
- g. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to this contract.

XII Patients' Rights

Contractor shall take all appropriate steps to fully protect patients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

XIII Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Welfare and Institutions Code, commencing with Section 5328.

XIV Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents, or employees of the County. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract shall be the sole responsibility of Contractor, which shall bear all costs relative thereto.

XV Indemnification and Insurance

- A. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.

- B. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
3. Errors and Omission Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
4. Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

- C. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

- D. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- G. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

XVI Nondiscrimination

- A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, national origin, or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.
- B. Handicapped. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.
- C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
 - 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
 - 2. The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

XVII Assignment

- A. This contract shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director of the Department of Behavioral Health.
- B. This contract and all terms, conditions, and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XVIII Conclusion

- A. This agreement, consisting of fifteen (15) pages, Schedule A, Addendum I, and Attachments I, II, and III inclusive is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. IN WITNESS WHEREOF, The Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the clerk thereof, and Contractor has caused this agreement to be subscribed in its behalf by its duly authorized officers the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Hi-Desert Mental Health dba Oasis Counseling Centers
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name A. W. Wardell
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address 309 E. Mountain View, Suite 100
Barstow, CA 92311

Approved as to Legal Form

► _____
Charles Larkin, County Counsel

Date _____

Reviewed by Contract Compliance

► _____
Lori Ciabattini, HSS Contracts

Date _____

Presented to BOS for Signature

► _____
Carol L. Hughes, Assistant Director

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**OASIS COUNSELING CENTERS
RECOVERY RESOURCE CENTER
07/01/04 to 06/30/07**

I. DEFINITION OF RECOVERY, WELLNESS, AND DISCOVERY AND REHABILITATIVE MENTAL HEALTH SERVICES

Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

II. DEFINITION OF RECOVERY RESOURCE CENTER

The Recovery Resource Center will provide services to the homeless, mentally ill adults of San Bernardino County. The Center will serve a geographical population within the City of San Bernardino and the surrounding County. The Center will provide non-intrusive support and basic survival services to the adult mentally ill homeless population of San Bernardino County. This Center will be open for use by all mentally ill consumers.

III. PERSONS TO BE SERVED

The target population to be served is mentally ill adults who are homeless, at risk of becoming homeless, at risk of incarceration or hospitalization due to their mental illness. Included in this target population meeting the above criteria are adults, families, veterans and transitional age youth between 18-25 who are not able to fully function as adults because of their history in group homes, institutions and treatment. These mentally ill adults may have not accessed mental health services previously. The DBH Personal Services Coordination Team (PSCT) will identify and use the Recovery Resource Center to serve the homeless mentally ill adults. Users of the Recovery Resource Center may include enrolled and non-enrolled people.

IV. SERVICE PHILOSOPHY

Services will be provided using the Recovery, Wellness, and Discovery Model described in Section I, above. Homeless adults with mental disorders, in particular, are most likely to recover when they take an active role in their day-to-day affairs and when they have access to and use available community resources such as Recovery Resource Centers.

V. DESCRIPTION OF SERVICES TO BE PROVIDED

The Recovery Resource Center will serve as a safe place for homeless, mentally ill adults and offer a variety of services aimed at assisting such individuals to rekindle their physical, emotional and spiritual well being.

- A. The Recovery Resource Center, located at 650 South "E" Street in San Bernardino, will provide services seven (7) days a week, from 9am to 6pm. The Center will also have policies and procedures in place that describe the services. Schedules of activities, rules of the Center and related information for consumers will be posted in a visible place.
- B. The Recovery Resource Center will collaborate and coordinate with DBH PSCT.
- C. The Recovery Resource Center will provide telephones, message retrieval, mail pick-up, newspapers, stationery, postage, and computers with internet access for job searches.
- D. The Recovery Resource Center will provide homeless, mentally ill adults with the survival basics of food, restrooms, clothing, showers, toiletries, haircuts, laundry

facilities, refreshments, light snacks, and daytime shelter.

- E. The Recovery Resource Center will provide homeless, mentally ill adults with access to education, training, and assistance to complete resumes, job application forms and employment leads.
- F. The Recovery Resource Center in collaboration with DBH PSCT will provide homeless, mentally ill adults with referrals to emergency shelter and access to housing leads.
- G. The Recovery Resource Center in collaboration with DBH PSCT will provide or arrange for transportation alternatives whenever access to public transportation is limited. This will be based on available resources.
- H. The Recovery Resource Center will take responsibility for objectively evaluating its own effectiveness utilizing performance outcomes approved by DBH. The Center will comply with periodic program reports and program evaluation as required by DBH.

VI. FACILITY LOCATION AND REQUIREMENTS

- A. The Recovery Resource Center will serve a geographical population within the City of San Bernardino and the surrounding County.
- B. The Contractor will maintain the facility exterior and interior appearances in a safe, clean and attractive manner.
- C. The Contractor will have adequate fire extinguishers and smoke alarms, as well as a fire safety & evacuation plan. The Contractor will meet all requirements for serving handicapped consumers.

VII. ADMINISTRATIVE AND PROGRAM REQUIREMENTS

- A. The Contractor shall participate in DBH's annual evaluation of the program and shall make required changes in areas of deficiency.
- B. The Contractor shall maintain a clear audit trail reflecting expenditure of funds under this agreement.
- C. The Contractor shall make available to the DBH Program Manager or designee, copies of administrative policies and procedures utilized and developed for performance of services under this agreement.
- D. The Contractor shall submit additional reports as required by DBH.

VIII. DBH RESPONSIBILITIES

- A. The DBH shall assist the Contractor in making linkages with the total mental health system. This will be accomplished through regularly scheduled meetings as well as in formal and informal consultation.
- B. The DBH shall participate in evaluating the progress of the overall program and the efficiency of collaboration with the DBH PSCT and will be available to the Contractor for on going consultation.

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. Obligations and Activities of Business Associate.

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
 - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the

Business Associate or to carry out the legal responsibilities of the Business Associate.

- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

OUTPATIENT TARGET POPULATION PRE-AUTHORIZED SERVICES MATRIX

One of the responsibilities of the local County Mental Health Department is to identify and treat priority target populations and to provide services to individuals who have a severe mental illness or serious emotional disturbance, **“to the extent that resources are available”**.¹ An Outpatient Target Pre-authorized Services Matrix, herein referred to as the “matrix”, has been developed that delineates the nature of services that are to be delivered to these target populations. The matrix has several components composed of: a financial category, a diagnostic category of two types, and whether the consumer is an adult or a minor.

The matrix was developed to identify all populations and establish treatment priorities and types (this takes into account both general effectiveness, cost efficiency, acuity, and risk), maximize revenue or cost reductions, and allocate limited resources utilizing a managed care process. The matrix was developed to provide for an array of services the Contractor can provide consumers without submitting a Treatment Authorization Request (TAR). The purpose of TAR forms is to allow for those exceptional situations, through a formal process, that are high risk and require brief individual therapy or Intensive Day Treatment. Rehab/ADL services, assessments, evaluations, and case management are all services that are delivered to specific populations within the framework of the matrix and do not require a TAR. In the case of intensive day treatment, which is offered and available, the State is requiring a TAR; however, once approved, individual services can be provided as part of the day treatment program. The response to the TAR by the Access Unit will provide the final administrative review. The most recent revision of the matrix is Page 2. For simplification, the use of Global Assessment of Functioning (GAF) has been eliminated. Please note that there are now additional populations requiring TAR submissions.

On a practical level, the matrix is to be used as a triage tool by clinical staff in the process of assessing consumers and determining what services are to be delivered to consumers as they enter the system. This serves to facilitate what services can be offered and the development of treatment plans with consumers by considering all relevant factors.

It is important to note that this matrix is DBH's policy on priority populations and services that can be provided without an approved TAR. The matrix is a tool to provide guidance in assessing the services provided to existing consumers. Clinic Supervisors and lead clinical staff will use the matrix to work with service staff to review caseload compliance with the target populations, pre-authorization of services, and/or approved TARs. Any questions or issues can be addressed to the DBH Regional Program Manager or the DBH Access Unit.

DBH and Contractor staff agree to work cooperatively to target support services to those consumers who are:

1. Severely and persistently mentally ill adults;
2. Those recently discharged from an acute care hospital;
3. Medi-Cal Children

DBH will closely monitor the use of this matrix for program and fiscal compliance.

¹ The Bronzan-McCorquodale Act 1991

San Bernardino County
Department of Behavioral Health

Stable, non-psychotic clients are to be referred to primary care physician per DBH SPM # 9-1.51

OUTPATIENT TARGET POPULATION PRE-AUTHORIZED SERVICES MATRIX Effective 04/28/04			
Services not pre-authorized by this matrix require a Treatment Authorization Request (TAR)			
Adult		Child	
Target Population with Medical Necessity	Target Population with Medical Necessity	Target Population with EPSDT Medical Necessity (except where noted)	
Type I Diagnosis	Type II Diagnosis	Type I & Type II Diagnoses	
Medi-Cal or Medi-Medi	Assessment, crisis intervention, plan development, medication support services, collateral, rehab ADL, case mgmt., MH ed, clubhouse, housing, employment assistance.	Walk-in screening, crisis intervention & refer to FFS provider	Assessment, crisis intervention, plan development, medication support services, individual, family & group psychotherapy, collateral, rehab ADL, case mgmt., parent group.
Healthy Families (SED up to age 21)			SED, not EPSDT CRITERIA: Assessment, plan development, medication support services, individual, family, group, collateral, rehab ADL, case mgmt.
Medicare Only (must follow Medicare procedures & restrictions)	Assessment, crisis intervention, medication support services		
AB2726 (Up to age 22 with an IEP, may be Medi-Cal.)			Assessment, crisis intervention, plan development, medication support services (excluding medication/biologicals/labs), individual, family & group psychotherapy, collateral, rehab ADL, case mgmt., parent group.
Indigent Recidivist (3 or more Inpt. stays in last 12 months or 1 in last 90 days per TAR Log)	Screening, assessment, crisis intervention, case mgmt., & medication support services. Consult with EW for benefits	Screening, crisis intervention, case mgmt., refer to community based-organization	Screening, assessment, crisis intervention, case mgmt., & medication support services. Consult with EW for benefits.
Indigent Non-Recidivist Seriously Mentally III	Screening, assessment & crisis intervention.	Screening & crisis intervention.	Screening, assessment & crisis intervention.
Private Insurance	Refer to insurance provider.	Refer to insurance provider.	Refer to insurance provider.
Out-of-County Medi-Cal (For AB 2726, follow state regulations)	Screening, crisis intervention & refer.	Screening, crisis intervention & refer.	Screening, crisis intervention & refer (For AB 2726, forward referral within one (1) working day to county of origin)
CalWORKs	Assessment, max. 6 months of group, plan development, case mgmt., rehab ADL, MH ed, employment support, medication support services.	Assessment, max. 6 months of group, plan development, case mgmt., rehab ADL, MH ed, employment support, medication support services.	Serve as Medi-Cal
SAMHSA	Must be indigent recidivist & have a co-occurring disorder. Services provided as specified by the grant.	Must be indigent recidivist & have a co-occurring disorder. Services provided as specified by the grant.	
PATH, AB2034, Grants	Services provided as specified by the grant.	Services provided as specified by the grant.	

NOTES:

1. TARs are to be submitted individually by the clinic supervisor to the Access Unit for approval.
2. All TBS require TARs.
3. This matrix is only for SD/MC and EPSDT clinics and contractors.
4. This matrix does not apply to Fee-For-Service providers.

Type I Diagnoses (Serious Mental Illness)*

295.10	Schizophrenia, Disorganized Type
295.20	Schizophrenia, Catatonic Type
295.30	Schizophrenia, Paranoid Type
295.40	Schizophreniform Disorder
295.60	Schizophrenia, Residual Type
295.70	Schizoaffective Disorder
295.90	Schizophrenia, Undifferentiated Type
296.0x	Bipolar I Disorder, Any Subtype
296.2x	Major Depressive Disorder, Single Episode
296.3x	Major Depressive Disorder, Recurrent, Any Subtype except "in Full Remission"
296.4x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.5x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.6x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.7	Bipolar I Disorder, Most Recent Episode Unspecified
296.80	Bipolar Disorder NOS
296.89	Bipolar II Disorder
297.1	Delusional Disorder
298.8	Brief Psychotic Disorder
298.9	Psychotic Disorder NOS
300.01	Panic Disorder Without Agoraphobia
300.21	Panic Disorder With Agoraphobia
300.3	Obsessive-Compulsive Disorder
301.22	Schizotypal Personality Disorder
313.81	Oppositional Defiant Disorder
314.0x	Attention-Deficit/Hyperactivity Disorder, Any Subtype

Type II Diagnoses (Not Serious Mental Illness)*

296.90	Mood Disorder NOS
300.00	Anxiety Disorder NOS
300.02	Generalized Anxiety Disorder
300.23	Social Phobia
300.29	Specific Phobia
300.4	Dysthymic Disorder
301.6	Dependent Personality Disorder
300.81	Somatization Disorder
301.82	Avoidant Personality Disorder
301.83	Borderline Personality Disorder
307.46	Sleep Terror Disorder
307.47	Nightmare Disorder
309.0	Adjustment Disorder With Depressed Mood
309.21	Separation Anxiety Disorder
309.2x	Adjustment Disorder
309.3	Adjustment Disorder With Disturbance of Conduct
309.4	Adjustment Disorder With Mixed Disturbance of Emotions and Conduct
309.81	Posttraumatic Stress Disorder
309.9	Adjustment Disorder Unspecified
310.1	Personality Change Due to...[Indicate the General Medical Condition]
311	Depressive Disorder NOS
312.30	Impulse-Control Disorder NOS
312.34	Intermittent Explosive Disorder
312.9	Disruptive Behavior Disorder NOS

***NOTE: This list does not contain all diagnoses in the DSM-IV-TR.**

INFORMATION SHEET

(one Information Sheet per Clinic)

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

SECTION I: CONTRACTOR INFORMATION

Contractor Name:		
Address (including City, State and Zip Code):		Phone:
Web Site:	Email:	Fax:
Clinic Site Name (If Different from Contractor):		
Address (including City, State and Zip Code):		Phone:
Web Site:	Email:	Fax:
Clinic Contact:	Title:	

Contract Signature Authority:

Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:

Claim Signature Authority:

Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:

SECTION II: DBH INFORMATION

Contract Mailing Address:

San Bernardino County
Department of Behavioral Health
Contracts Unit
700 E. Gilbert Street, Bldg. #3
San Bernardino, CA 92415-0920

Contracts Unit:

Myron Hilliard, Accounting Tech 909-387-7592
E-Mail: mhilliard@dbh.sbcounty.gov
Natalie Davis-Gunn, Staff Analyst II 909-387-7589
E-Mail: ngunn-davis@dbh.sbcounty.gov
Patty Glas, Admin Supervisor II 909-387-7170
E-Mail: pglas@dbh.sbcounty.gov
Unit Fax #: 909-387-7593

DBH Program Contacts:

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